

Care done as in 8162

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PEDERSEN & HOUP
A PROFESSIONAL CORPORATION

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SUITE 3400
180 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

AREA CODE 312
641-6888

March 11, 1977

PLEASE REFER TO FILE NO.

RECORDATION NO. *8162-f* Filed & Recorded

MAR 16 1977 - 1 55 PM

Mr. Robert Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Mr. Oswald:

In pursuance of the provisions of Section 20c of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission promulgated thereunder, there are herewith transmitted for filing and recording the following documents: 4 executed copies of a certain Amendment Agreement, dated March 1, 1977, amending the lease of railroad equipment duly filed and recorded with the Interstate Commerce Commission at Washington, D.C. at 4:20 p.m. on December 29, 1975 and assigned recordation number 8162-B. A description of the equipment to which said Amendment Agreement pertains is hereto attached.

The addresses of the parties to said Amendment Agreement are as follows:

Lessor

Exchange National Bank of Chicago
130 South LaSalle Street
Chicago, Illinois 60690

7-075A073
MAR 16 1977
Date *10*
FCC 8

Lessee

North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

ICC Washington, D. C.

MAR 16 1 51 PM '77
T.C.C.
FEE OPERATION BR.

PEDERSEN & HOUPPT

Mr. Robert Oswald, Secretary
Interstate Commerce Commission
March 14, 1977
Page 2

A check in the amount of \$10.00, made payable to the
Treasurer of the United States, is herewith tendered in
payment of the recordation fee.

The above identified documents have not been previously recorded
with the Interstate Commerce Commission.

Please return to the undersigned two copies of the Amendment
Agreement, bearing the Commission's filing and recordation
stamps.

Truly yours,

PEDERSEN & HOUPPT, Attorneys for
Lessee North American Car Corporation

By James J. Clarke II
James J. Clarke II

JJC/mek
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/16/77


OFFICE OF THE SECRETARY

James J. Clarke II
Pedersen & Houpt, Suite 3400
180 North LaSalle Street
Chicago, Illinois 60601

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **3/16/77** at **1:55pm** ,
and assigned recordation number(s) **8162-F**

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

#5 done on 8/62

RECORDATION NO. 8162-P Filed & Recorded

MAR 16 1977 - 1 55 PM

AMENDMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

Entered this 1st day of March, A.D.

1977 between EXCHANGE NATIONAL BANK OF CHICAGO (hereinafter the 'Lessor') and NORTH AMERICAN CAR CORPORATION (hereinafter the 'Lessee'):

W I T N E S S E T H:

WHEREAS the parties hereto entered into a lease of railroad equipment dated as of December 1, 1975 (hereinafter the 'Lease'), which was duly filed and recorded with the Interstate Commerce Commission at Washington, D.C. at 4:20 p.m. on December 29, 1975 and assigned recordation number 8162-B; and

WHEREAS the parties hereto now desire to amend the Lease;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and sufficient consideration, the parties hereby agree as follows:

1. Section 9(f) of the Lease is hereby amended by adding thereto as the final sentence thereof, the following language:

This sub-paragraph (f) shall not be construed as a guaranty by the Lessee of the indebtedness evidenced by either the Conditional Sale Agreement or the Trust Indenture.

2. Except as hereby amended, the Lease remains unaltered and in full force and effect.

3. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 15 of the Lease.

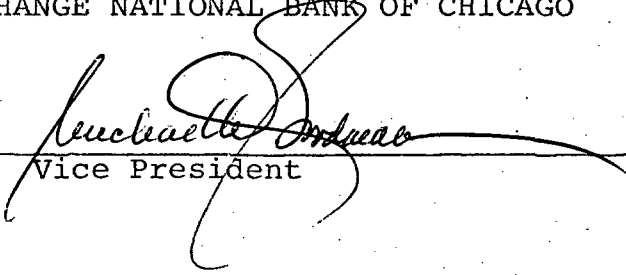
4. This Amendment Agreement may be executed in any number of counterparts, and such counterparts together shall constitute one and the same instrument. It shall not be necessary for all parties to execute the same counterpart, so long as each party shall execute and deliver to the other parties hereto at least one counterpart.

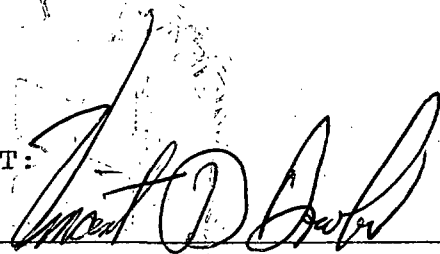
IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers, duly authorized, and their respective corporate seals, duly attested, as of the day and year first abovewritten.

EXCHANGE NATIONAL BANK OF CHICAGO

ATTEST:

By


Vice President


ASSISTANT TRUST OFFICER

NORTH AMERICAN CAR CORPORATION

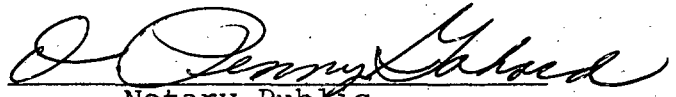
By

ATTEST:


ASSISTANT TRUST OFFICER

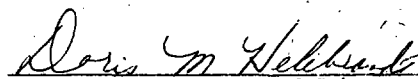
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23rd day of February, 1977, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of EXCHANGE NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8 day of March, 1977, before me personally appeared H. R. Platt III, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

SCHEDULE A TO LEASE

DESCRIPTION OF UNITS

TANK CARS

Type and AAR Mechanical Designation	Quantity	Lessee's Serial Numbers (Both Inclusive)
Class 111A100W1, 100 Ton, 14,000 gallon capacity Tank car	10	NATX 13991-13999 NATX 14200
Class 111A100W1, 100 Ton, 16,000 gallon capacity exterior coiled and insulated Tank car	14	NATX 16602-16615
Class 111A100W1, 100 Ton, 25,775 gallon capacity Tank car	3	NATX 25786-25788
Class 111A100W1, 100 Ton, 30,650 gallon capacity Tank car	26	NATX 29764-29789
Class 111A100W1, 100 Ton, 31,000 gallon capacity Tank car	1	NATX 29141
Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car	48	NATX 73463-73510
Class 111A100W1, 100 Ton, 20,730 gallon capacity interior coiled Tank car	61	NATX 73511-73571
Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car	10	NATX 75534-75543
Class 111A100W1, 100 Ton, 20,000 gallon capacity Tank car	1	NATX 75547
Class 111A100W1, 100 Ton, 24,000 gallon capacity exterior coiled and insulated Tank car	5	NATX 76658-76662
Class 111A100W1, 100 Ton, 24,000 gallon capacity interior coiled Tank car	30	NATX 78421-78450
Class 111A100W1, 100 Ton, 24,000 gallon capacity Tank car	24	NATX 81064-81087

SUBTOTAL 233

HOPPER CARS

Class LO, 100 Ton, 3,000 cubic foot capacity P.D. Hopper cars	1	NAHX 93217
Class LO, 100 Ton, 4,750 cubic foot capacity cov- ered Hopper cars	36 25 17 13 50	NAHX 477914-477949 NAHX 478243-478267 NAHX 478351-478367 NAHX 478387-478399 NAHX 478700-478749

SUBTOTAL 142

BULKHEAD FLAT CARS

Class FB, 100 Ton, 56' 8½" bulkhead Flat cars	100	NAFX 11125-11224
SUBTOTAL	100	
TOTAL	475	